

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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ROBERT L. PAVONE and VALERIE V.  
PAVONE,

Plaintiffs,

08 Civ.2389 (CLB)

-against-

LINDA PUGLISI, individually, ANN  
LINDAU, individually, FRANCIS X.  
FARRELL, individually, JOHN SLOAN,  
individually, THOMAS WOOD,  
individually and the TOWN OF  
CORTLANDT, New York,

**AMENDED  
ANSWER  
TO  
COUNTERCLAIM  
OF INDIVIDUALLY  
NAMED DEFENDANTS**

Defendants.

-----X

Plaintiffs ROBERT L. PAVONE and VALERIE V. PAVONE, by  
their attorneys Lovett & Gould, LLP, for their amended  
answer to the June 4, 2008, counterclaim of Defendants  
Puglisi, Lindau, Farrell, Sloan and Wood, state:

1. Deny paragraphs "64" and "65".

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

2. The individual counterclaimants lack standing.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

3. Upon information and belief the counterclaim was  
never lawfully authorized and must be dismissed.

**AS AND FOR A COUNTERCLAIM AGAINST THOMAS WOOD,  
LINDA PUGLISI, ANN LINDAU, FRANCIS X. FARRELL,  
AND JOHN SLOAN**

*Jurisdiction*

4. Plaintiffs' counterclaim is interposed in accordance with the Court's supplemental jurisdiction, 28 U.S.C. §1367.

*The Facts*

5. Plaintiffs are owners in fee of real property situated within the Defendant Town and their assessment thereon exceeds the statutory requirements of Section 51 of the New York State General Municipal Law pertaining to "Prosecution of officers for illegal acts".

5. Upon information and belief Wood, a private practicing attorney who serves as the Town Attorney for the Defendant Town of Cortlandt as a matter of fact/law is an independent contractor.

5. Notwithstanding his status as an independent contractor upon information and belief he has for years been carried on the Town's payroll and paid by the Town as if he were a Town "employee", a circumstance which has unjustly enriched him at taxpayers' expense.

6. By reason of Wood's status as an independent contractor all of the fringe benefits paid to him and/or on his behalf by the Town upon the false pretense that he was a

Town employee resulted in Wood's unjust enrichment at taxpayers' expense.

7. By reason of Wood's status as an independent contractor all of the retirement benefits and/or pension contributions paid by the Town on his behalf were unlawful and resulted in his unjust enrichment at taxpayers' expense.

8. By reason of Wood's status as an independent contractor the Town's defense and/or indemnification of Wood in this litigation constitutes and unlawful gift of public moneys and/or a fraud on the Town's carrier which has no obligation to pay for Wood's defense or indemnification.

9. Wood's co-defendants, acting in concert with Wood, have for years engaged in this fraudulent scheme and practice with knowledge that they were facilitating and approving Wood's on-going larceny with respect to taxpayers' moneys.

#### *The Claim*

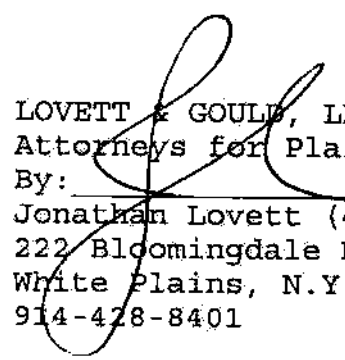
10. Repeat and reallege as if fully set forth the allegations of fact contained in paragraphs "4" to "9", inclusive.

11. Defendants' conduct constitutes an on-going series of illegal acts in violation of Section 51 of the New York State General Municipal Law.

WHEREFORE a judgment should be entered dismissing

Defendants' counterclaim in all respects, with sanctions pursuant to FRCP 11, granting Plaintiffs' counterclaim and ordering the individually named Defendants to personally reimburse the Town of Cortlandt for the moneys unlawfully paid to Wood, with costs and attorney's fees.

Dated: White Plains, N.Y.  
June 4, 2008

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